

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant O'Brien & Associates LLC 203 C Street SE Washington DC, 20003	2. Registration No. 5971
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3. Name of foreign principal Commercial Procurement Office of Defense Cooperation, Netherlands	4. Principal address of foreign principal 4200 Linnean Ave NW Washington DC, 20008
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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2010 JAN 11 PM 5:19

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Commercial Procurement Office of Defense Cooperation in the US
- b) Name and title of official with whom registrant deals
Ron Genemans, Commercial Defense Attache

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

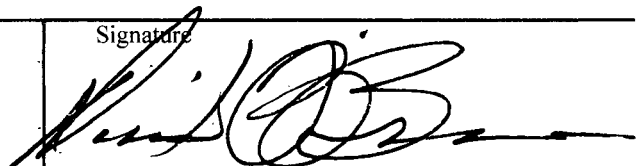
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

2010 JAN 11 PM 5:19
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Date of Exhibit A
1/10/10

Name and Title
David O'Brien, Owner and President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
O'Brien & Associates LLC

2. Registration No.

3. Name of Foreign Principal
Commercial Procurement Office of Defense Cooperation, Netherlands

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the attached agreement will be undertaken by David O'Brien and James Gentry. The nature of activities preformed pursuant to the attached agreement are in an advisory role the method of which is to monitor US defense related budget, program, policy and related congressional hearings, legislation and press reports to provide analysis, forecasts and guidance on the future direction of interests.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

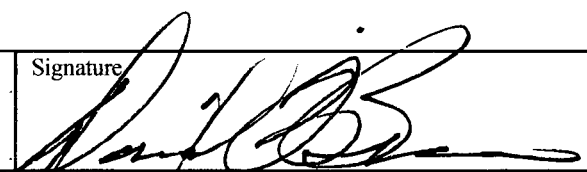
Advisors to provide information, analysis, forecasts and guidance with regard to US processes, programs and policy matters to support the goals established in the attached agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

O'Brien & Associates LLC has not been engaged to in any way influence any agency or official of the Government of the United States. However, O'Brien & Associates has been engaged to provide the foreign principle with information, analysis and guidance with regard to US processes, programs and policy matters. Such information, analysis and guidance may be used solely by the foreign principle itself to further the goals established in the attached agreement in furtherance of their efforts with the US Government.

2010 JAN 11 PM 5:19
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Date of Exhibit B 1/10/10	Name and Title David O'Brien, Owner and President	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Ministry of Defense

Royal Netherlands Embassy
Office of Defense Cooperation
Commercial Procurement Office
4200 Linnean Ave N.W.
Washington, DC 20008
U.S.A.

phone direct : [REDACTED]
fax : [REDACTED]
email : [REDACTED]

O'Brien & Associates, LLC
Attn: Mr. D. O'Brien
The Madison House
203 C Street S.E.
Washington DC, 20003

Fax: 202 544 8581

Washington: 21 December 2009

2010 JAN 11 PM 5:19
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Supplier number

PURCHASE ORDER: 140/10/8001/00

Annexes : 2

The General Conditions for Hiring Personnel, edition August 1999 (AVIP 1999) do apply on this order unless otherwise stated.

Handled by : Raymond Bruyn

Item no.	NATO Stock Number (NSN) and description	Quantity unit is each	Unit price in US Dollar	Amount in US Dollar
1	<p>The contract will provide the Netherlands Embassy - Office of Defense Cooperation/ NL MoD advice, support, assistance, message and strategy development, and recommended tactics to accomplish the NL MoD strategic goals within the US Congress and Administration. Additionally, this contract will provide detailed information on US political topics/discussions in relation to specific Dutch programs and policy for the period December 2009 through December 2010.</p> <p>Taking into account the terms and conditions as stated in the annexes</p> <p>The amount is a maximum amount which may not be exceeded in any way (see annex 1 article 3 payment)</p> <p><u>References</u> 1. O'Brien Advisor Scope of Work, and 2010 Retainer Proposal, dated 11/21/2009</p>	1	\$120,000.00	\$120,000.00
			TOTAL (ex VAT)	\$ 120,000.00

For the Minister of Defence
Commercial Procurement Office,

Ray
R.G. BRUYN
Chief Procurement Office

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation

To: O'Brien & Associates, LLC
Washington DC

Continuation sheet: 1 for order 140/10/8001/00

Annex 1

The basis for this order is the GENERAL CONDITIONS FOR HIRING PERSONNEL, edition August 1999 (AVIP 1999). Further the following articles and enclosures apply:

ARTICLES

Article 1	Scope of Work
Article 2	Duration of the agreement
Article 3	Payment
Article 4	Reports and notices
Article 5	Correspondence

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 2 for order 140/10/8001/00

ARTICLE 1 SCOPE OF WORK

1. The contract will provide the Netherlands Embassy - Office of Defense Cooperation/ NL MoD advice, support, assistance, message and strategy development, and recommended tactics to accomplish the NL MoD strategic goals within the US Congress and Administration. Additionally, this contract will provide detailed information on US political topics/discussions in relation to specific Dutch programs and policy.
2. The agreement should establish an insight on the following topics:
 - Identifying key points of contact within the US Congress. Provide advice, guidance and support towards enhancing the NL MoD network within Congress to strengthen the NL/ US partnership and achieve desired benefits.
 - Advising the NL MoD on ways to engage the USG to promote matters of interest, primarily the Dutch F-35 program, within the US Congress and Administration whenever required or useful.
 - Updating the NL MoD on matters of interest, primarily the F-35 program. Monitor and register any developments concerning US Administration positions, congressional legislation, and other activities that could have an impact on the F-35 program and other program and policy interests.
 - Upon request, provide discussions with visiting Dutch officials to include (but not be limited to): discussions on political guidance, USG perspectives, and a review of likely personalities and positions prior to, for example, Congressional or Administration meetings.
 - Build upon past accomplishments and support the NL MoD in new and ongoing efforts to set the groundwork for achieving NL MoD priorities and desired benefits. This includes but is not limited to:
 - Guidance towards strengthening the NL/ US relationship.
 - Expanding education opportunities regarding the value of the NL/US relationship.
 - Supporting the NL MoD in its efforts to deepen NL/US defense and trade consultation.
 - Pursuing desired NL/US technology sharing and export control reforms.
 - Other efforts such as addressing congressional protectionism/ Buy America , maintaining Defense MOU's, and other trade matters..
3. Next to above mentioned "fixed topics", DEFMAT has the option to submit specific requests on topics other than the topics mentioned under paragraph 2. On a case by case basis there shall be determined if the specific request can be carried out under the total fixed price per month. This shall be determined during the monthly progress meetings.

ARTICLE 2 DURATION OF THE AGREEMENT

1. This contract shall be valid for 12 months after date of contract signature. During the contract period either party has the right to terminate the contract on a 30 days written notice. Such a termination shall in no case result in any type of penalty or any type of cancellation fee to either party.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 3 for order 140/10/8001/00

ARTICLE 3 PAYMENT

1. Each month, an invoice may be submitted for US \$ 10.000.00.
2. Total amount of hours spent over the year shall be evaluated by the end of the contract period. If it appears that less hours are spent on this contract than accounted for within the maximum price, the balance shall be credited. The maximum amount of \$ 120,000.00 for the period of 12 months shall not be exceeded in any case.
2. The invoice shall at least state the number and date of the present agreement.
3. Payment shall be effected in the currency in which the price is expressed.
4. Invoices shall be made up in duplicate and be sent to the address stated in paragraph 2 of ARTICLE 5 - CORRESPONDENCE accompanied by the required documents.
5. The State shall in no case be bound to make payment if it has not received the agreed number of copies of the invoice at the agreed address, if the invoice does not state the number and date of this agreement, or if the invoice does not state the other information or is not accompanied by the documents required pursuant to the agreement.
6. Invoices shall be submitted each month based on the monthly submitted report. Invoices shall be paid within 30 days after receipt at the Royal Netherlands Embassy.

ARTICLE 4 REPORTS AND NOTICES

1. At least once a month a progress report shall be submitted, which shall at least contain all updates gathered in the last month. Other reports shall be handed in on request.
2. In addition to the above reports, the progress shall be discussed on a monthly basis.

ARTICLE 5 CORRESPONDENCE

1. Unless otherwise provided elsewhere, the Supplier shall send all correspondence relating to this agreement to:

Royal Netherlands Embassy - DEFMAT
Mr. Ronald Genemans

[REDACTED]
FAX: [REDACTED] 244 2321

E: [REDACTED]

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 4 for order 140/10/8001/00

2. The Supplier shall send correspondence concerning financial matters to:

Royal Netherlands Embassy
Commercial Procurement Office
4200 Linnean Ave N.W.
Washington, DC 20008

3. Unless otherwise provided elsewhere, the Dutch Ministry of Defence shall send all correspondence relating to this agreement to:

O'Brien & Associates, LLC
Mr. James Gentry
Phone 202 544 8555
Fax 202 544 8581



4. The parties shall state the number and name of this agreement on all correspondence.
5. All communications of any nature whatsoever in connection with the agreement made by one party to the other party shall be valid only if made in writing, which shall also include communication by telefax.

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation

To: O'Brien & Associates, LLC
Washington DC

Continuation sheet: 5 for order 140/10/8001/00

Annex 2

GENERAL CONDITIONS FOR HIRING PERSONNEL

Laid down by decree of the State Secretary for Defence
dated 3 august 1999 no. M99004041

SHORT TERM:

AVIP 1999

General Conditions for Hiring Personnel (AVIP), applicable in cases in which the contractor, pursuant to a commission contract, performs services for or places personnel at the disposal of the State of the Netherlands, represented by the Minister of Defence, acting as the principal.

Article 1. APPLICABLE PROVISIONS

- 1.1. Dutch law is the applicable law.
- 1.2. The statutory provisions apply unless the AVIP deviate therefrom.
- 1.3. The AVIP shall apply in full except as otherwise agreed in writing.
- 1.4. The application of any general conditions used by the contractor is expressly rejected.

Article 2. TENDERS

- 2.1. In case of a call for tenders, any contractor wishing to send in a tender must enclose his tender form in the envelope which the principal has sent to him for this purpose and deliver it or cause it to be delivered at the address printed on this envelope no later than the closing date of the tender and without cost to the principal. Contractors may use other envelopes, provided that the envelope furnished to them is attached thereto.
- 2.2. The principal shall not open the envelopes containing the tender forms until after the closing date of the tender.
- 2.3. Tender forms which have not been delivered to the principal by the closing date of the tender at the latest are invalid, unless the principal decides otherwise on the ground of special circumstances.

Article 3. OFFERS

The contractor's offer shall state a fixed price in accordance with ARTICLE 22 - THE PRICE, unless the principal's invitation to Tender expressly requested quotation of a fixed price per hour, or a price subject to price adjustment in accordance with ARTICLE 23 - PRICE ADJUSTMENTS.

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation

To: O'Brien & Associates, LLC
Washington DC

Continuation sheet: 6 for order 140/10/8001/00

Article 4. VALIDITY OF OFFERS AND CONCLUSION OF THE CONTRACT

4.1. Offers from contractors shall be irrevocable for a period of thirty days after reaching the principal, unless the invitation to Tender stipulates a different term of validity. In the event of a call for tenders the period shall commence on the closing date of the tender.

4.2. The conclusion of the contract shall be effected through the principal accepting a written offer from the contractor by means of a written order. If, however, the order is dispatched after the expiry of the period referred to in paragraph 1 or if the order deviates from the offer on points of more than minor significance, then a contract shall be effected in accordance with the order unless the order is rejected by the contractor within fourteen days, of the date thereof.

4.3. If the contractor has not submitted an offer or if he has made an offer verbally, a contract shall come into being through the contractor accepting, in writing, a written order from the principal within fourteen days of the date of the order.

4.4. Modifications of the contract shall be valid only if made in writing.

Article 5. CONTRACTOR'S ACQUAINTANCE WITH THE CONTENT OF THE CONTRACT

The contractor has sufficiently informed himself with the objectives of the principal pertaining to the contract and the relevant organisation of the principal.

To this end, the principal has supplied the contractor with sufficient and correct information and shall - on the written request of the contractor - provide further information to the contractor as far as this information is available to the principal.

Article 6. ASSIGNMENT OF CONTRACTOR'S OBLIGATIONS OR LEGAL RELATIONSHIP

The contractor's obligations under the contract or his legal relationship with the principal may be assigned to a third party only with the prior written consent of the principal. Such consent may be subject to conditions.

Article 7. PERFORMANCE OF SERVICES BY THIRD PARTIES

7.1. The contractor may subcontract the execution of work to third parties only with the principal's prior written consent.

7.2. The principal's consent to subcontract the execution of work to third parties shall not affect the contractor's full responsibility for the performance of the contract.

7.3. The consent referred to in paragraphs 1 and 2 may be subject to conditions. To the extent that such conditions concern third parties, the contractor shall stipulate the same conditions vis-à-vis such third parties on behalf of the principal.

Article 8. PERSONNEL AND PERFORMANCE

8.1. Unless agreed otherwise, the contractor shall place personnel at the principal's disposal at his written request for a period to be agreed in mutual consultation.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 7 for order 140/10/8001/00

8.2. Unless further requirements have been made, the personnel must at least be capable of performing the contract, and fit within the team to which they are assigned.

8.3. In the event that the principal has entered into the contract regarding its performance by a specific person, the contractor shall ensure that the contract shall be performed by that person.

8.4. The contractor shall not replace personnel, unless there are compelling reasons for doing so. This is subject to the prior written consent of the principal.

8.5. The principal shall employ personnel having been placed at his disposal outside the Netherlands only after having notified the contractor to this effect.

8.6. If, in the judgment of the principal, the proper performance of the contract requires that personnel be replaced, the contractor shall see to this at the request of the principal. The previous paragraphs of this article shall apply mutatis mutandis.

Article 9. DEMANDS TO BE IMPOSED ON SERVICES

Insofar as the performance of the personnel made available by the contractor has not been specified, this shall in any case meet the reasonable expectations to which the principal is entitled, be of good quality and satisfy the customary standards of craftsmanship as a minimum requirement.

Article 10. WORKING CONDITIONS

10.1. The contractor shall ensure that the personnel provided by the contractor are familiar with the principal's regulations in respect of working conditions.

10.2. The contractor is responsible for his personnel observing the current regulations in respect of working conditions.

10.3. The contractor is obliged to inform the principal of any circumstance in violation of the current regulations in respect of working conditions.

10.4. The contractor shall indemnify the principal against any damage resulting from the contractor or his personnel failing to observe the current principal's regulations in respect of working conditions or the failure to report any violations thereof in due time.

Article 11. MATERIALS AND TOOLS/PROVISION OF GOODS BY THE PRINCIPAL

11.1. If clothing, materials or tools are required in connection with the execution of the services, the principal shall take care of this, unless otherwise agreed.

11.2. If it has been agreed that the contractor shall take care of the goods referred to in paragraph 11.1, the principal is authorised to inspect and test those goods. Such an inspection or test, or their omission, does not affect the responsibility of the contractor pertaining to the execution of the services or the compliance with statutory provisions.

11.3. If the principal provides the personnel of the contractor with any goods, the contractor undertakes that these goods be used and maintained in accordance with the instructions.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 8 for order 140/10/8001/00

11.4. If any goods are placed at the disposal of the contractor by the principal, they shall be at the risk of the contractor from that moment onwards until such time as they have been returned to the agreed place. The contractor is liable for reliable and efficient storage and safekeeping of these goods.

11.5. The contractor is entitled to store his materials and tools on the principal's premises subject to the principal's judgment as to whether this is required. The risk for the goods stored by the contractor on the principal's premises shall remain at the contractor, and he indemnifies the principal against all claims with respect to these goods.

Article 12. ORDER AND SECURITY

12.1. The contract and the performance of the contract come under the General Security Requirements relating to Defence Orders (ABDO).

12.2. The contractor shall ensure that his personnel observe the directives and instructions pertaining to order and security issued by or on behalf of the principal.

12.3. In the framework of the performance of the contract the principal is entitled to deny personnel employed by the contractor access to the principal's premises, if cooperation with an inspection of the nature of the goods they carry with them is being refused. Such a denial of access does not affect contractor's responsibility for the performance of the contract.

12.4. The contractor shall ensure that on each day that services are being executed on the principal's premises his personnel checks in and out with the authorised official.

12.5. The contractor shall ensure that his presence on the principal's premises and that of the personnel employed by him do not interfere with the principal's operational management, unless agreed otherwise.

Article 13. PLANNING OF WORK AND REPORTING

13.1. If the principal so requires, the contractor, before commencing work, shall submit a written planning pertaining to the execution of the services, based on the current working hours of the principal.

13.2. The plan is valid only after it has been approved by or on behalf of the principal. The approval of the plan does not affect the responsibility of the contractor for the performance of the contract.

13.3. The contractor and the principal shall consult with each other on the work progress as often as either party desires. At the request of the principal, the contractor shall provide the principal with a written report on the progress of work.

Article 14. WORKING HOURS

14.1. The working days and working hours are identical to the working days and working hours which are customary with the principal at the work location in question (for Defence personnel with a comparable task). If the principal so requires, the personnel of the contractor shall use a time card, badge or another registration system.

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation

To: O'Brien & Associates, LLC
Washington DC

Continuation sheet: 9 for order 140/10/8001/00

14.2. Overtime applies when work is done outside working days and working hours as referred to in paragraph 14.1. Work conducted immediately following the working hours defined in paragraph 14.1, which does not exceed thirty minutes, is not regarded as overtime. Personnel shall only work overtime if it has been explicitly agreed upon.

Article 15. INTELLECTUAL PROPERTY RIGHTS

15.1. All intellectual property rights, which can or will be exercised with regard to the results of the work, rest with the principal. These rights are herewith transferred by the contractor to the principal, which transfer of rights shall be accepted upon these rights arising now for then by the principal. Insofar as a further deed of transfer is required for the transfer of these rights, the contractor shall cooperate on first demand by the principal with the transfer of such rights, without being entitled to setting any further conditions. Any possible costs related to establishing certain intellectual property rights (for instance a patent) are borne by the principal. The principal is irrevocably authorised by the contractor to enter the transfer of these intellectual property rights in the relevant registers.

15.2. In the event of any disputes arising between the parties with respect to the intellectual property rights, they shall be deemed to rest with the principal, unless the contrary is proven by the contractor.

15.3. The contractor undertakes not to make the work results available to third parties in any form whatsoever, nor to divulge any information to third parties, unless the principal has given written permission to do so. The principal is entitled to attach conditions to granting said permission.

15.4. The contractor indemnifies the principal from claims by third parties pertaining to (possible) infringement of intellectual property rights of these third parties in connection with the services to be provided by the contractor. The contractor gives an undertaking that he will take all measures at his own expense which may help to avoid a standstill in the principal's activities and to limit the extra expense to be incurred and/or the damage to be suffered by the principal

Article 16. EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND PERSONNEL

16.1. The contractor shall ensure that, on first demand by the principal, the personnel involved in performance of the contract can submit a document signed by the contractor as proof of their being employed by the contractor.

16.2. If the contractor intends to call in personnel not employed by him in the framework of the performance of the contract, he shall inform the principal of this. The principal is entitled to refuse these personnel. If the principal does not object, the contractor shall ensure that the personnel concerned are in possession of a signed document showing by whom they are employed as such.

16.3. The contractor indemnifies the principal against claims from the personnel made available by the contractor in respect of the inception of an employment relation with the principal.

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation

To: O'Brien & Associates, LLC
Washington DC

Continuation sheet: 10 for order 140/10/8001/00

Article 17. LICENCES

17.1. If the contractor is under a public-law obligation to be in possession of a licence pertaining to the performance of the contract, he is obliged to inform the principal to this effect and to submit a copy of the licence to the principal prior to performing the contract. The contractor undertakes to do everything that is necessary to ensure that he retains the licence. The contractor is obliged to inform the principal of any changes in connection with this licence. He shall notify the principal of any actions that may result in acting in contravention of the said public-law obligation.

17.2. If the personnel who are employed in the framework of the performance of the contract are under an obligation to be in possession of a licence pursuant to a public-law regulation, the contractor is obliged to inform the principal to this effect and to submit a copy of the licence to the principal prior to the performance of the contract. The contractor undertakes that everything is done to ensure that the licence is retained. The contractor shall not make available personnel who are not (any longer) in possession of a licence. He shall notify the principal of any actions that may result in acting in contravention of the said public-law regulation.

17.3. If the principal, pursuant to a public-law regulation, is regarded as co-employer in connection with the execution of the services, or is assigned a responsibility as principal, this is without prejudice to the obligations of the contractor to observe this regulation. The contractor shall indemnify the principal against any claims in this matter.

Article 18. OBLIGATIONS PURSUANT TO ANTI-MISUSE LEGISLATION

18.1. The principal is authorised to demand statement and inspection of the payment record of the contractor and the third parties engaged by the contractor vis-à-vis the tax authorities and the social security agency ("uitvoeringsinstelling").

18.2. The contractor shall, on first demand, allow full inspection of the accounts which he, under public-law regulation, is obliged to keep in connection with the performance of the contract.

18.3. The contractor indemnifies the principal against claims by the tax authorities or social security agencies that may arise in connection with the performance of the contract.

Article 19. INJUNCTION ON RECRUITMENT OF PERSONNEL

19.1 During the performance of the contract, the contractor shall refrain from activities relating to recruitment of personnel of the principal for its own or other organisations, as well as from all other activities aimed at recruitment, and undertakes that all contractor's personnel employed at the principal refrains from such activities as well.

19.2 Non-compliance with paragraph 19.1 may result, in annulment of the contract in whole or in part in accordance with the stipulations of article 29 - ANNULMENT paragraph 1.

Article 20. NON-IMPUTABLE FAILURES (FORCE MAJEURE)

To the extent that a failure to perform an obligation cannot be imputed to the contractor, he shall not be in default, nor be liable in damages, nor owe any penalty, provided that he has given the principal written notice of the failure and the reason therefore without delay and in any case within the period agreed for compliance with the obligation.

MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation
Continuation sheet: 11 for order 140/10/8001/00

To: O'Brien & Associates, LLC
Washington DC

Article 21. PERFORMANCE

21.1. If the services to be performed do not conform to the contract, the principal shall be entitled to demand that the contractor perform the services in such a way that they do comply with the terms of the contract. The costs entailed thereby shall fall on the contractor.

21.2. If the contractor, after having been sent a written warning by the principal, fails to comply with a demand as referred to in paragraph 21.1 within a reasonable period to be granted therefore in the warning, the principal shall be authorised to have the services delivered by a third party without requiring prior leave from a court of justice therefore, and to recover the costs thereof from the contractor.

21.3. The preceding paragraphs are without prejudice to any other rights or claims which the principal can derive from any failure to perform.

Article 22. THE PRICE

The price is fixed unless expressly agreed otherwise. The agreed price shall comprise all costs entailed by the performance of the contract, the profit, duties and taxes with the exception of value added tax.

Article 23. PRICE ADJUSTMENTS

23.1. If it is expressly agreed that the price shall be adjusted in the event of changes in the price of foreign exchange rates, wage levels, social security charges or taxes, the following shall apply:

- a. the adjustment may not be officially prohibited;
- b. the adjustment method and the adjustment factors shall be stated in the contract;
- c. adjustment shall be made only if the price differences exceed the agreed limits;
- d. increases in the price of adjustment factors occurring after the expiry of the agreed performance period shall not result in adjustment of the price, unless the performance period is exceeded due to force majeure or due to the principal. Decreases in the price of adjustment factors occurring prior to performance shall always result in adjustment of the price;
- e. no adjustment of profit shall be made in respect of the differences resulting from the price adjustment.

Article 24. AUDIT

24.1. The principal shall be entitled to have all calculations and pricings in regard to this contract, as well as compliance with the administrative obligations as referred to in article 18, verified by the Ministry of Defence Audit Board (hereinafter referred to as "the Audit Board").

24.2. Moreover, in the event of a price adjustment, the principal shall be entitled to have the accuracy of the price adjustment verified by the Audit Board.

24.3. For the purpose of the audit or verification the contractor shall allow the Audit Board to inspect all books and documents and shall also furnish any and all further information which the Audit Board deems necessary. The contractor shall ensure that the information required by the Audit Board can be derived from the accounting records in a simple manner.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 12 for order 140/10/8001/00

24.4. When carrying out its examination the Audit Board shall be authorised to call in the assistance of experts designated by the principal. The examination shall be confidential and shall extend no further than is necessary for the assessment of the price breakdown, the price conditions and the verification of the price adjustment.

24.5. The contractor shall ensure that to the best of his ability all information which he has presented or will still present to the Audit Board for assessment is current, complete and accurate on the date of its presentation to the Audit Board.

Article 25. PAYMENT OF CONTRACTOR

25.1. Without prejudice to paragraph 25.4 the principal shall pay the price, or an agreed part of the price, plus value added tax within thirty days after receipt of the invoice as specified in paragraph 25.2.

25.2. The invoices shall be dated and numbered and shall contain at the least the following information:

- a. name and address of the contractor;
- b. registration number in the trade register;
- c. date and number of the order;
- d. the performance statement, or, if applicable, a time registration form correctly filled in by the contractor and approved by the principal;
- e. the price to be paid;
- f. the number of hours worked by each of the employees and the applicable hourly rates;
- g. the amount due in value added tax;
- h. the VAT identification number of the contractor.

25.3. The principal shall in no case be bound to pay if he has not received the agreed number of copies of the invoice at the agreed address, or if the invoice does not state the information referred to in paragraphs 2 and 3 of this article, or if the invoice is not accompanied by such documents as are stipulated in the contract.

25.4. Payment shall be made in the currency in which the price is expressed.

25.5. In the event of an imputable failure of the principal to meet his liabilities, the principal shall be in default without notice of default being required and shall owe the legal interest on the arrears for the period during which the default continues.

25.6. If the goods referred to in paragraphs 3 and 4 of ARTICLE 11 - MATERIALS AND TOOLS/PROVISION OF GOODS BY THE PRINCIPAL - have not been returned without delay on completion of the work, or if they are returned with a defect, the principal is entitled to charge the replacement costs or the costs of repair without delay. For the purpose of doing this, the principal is entitled to deduct this sum from the total amount due.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 13 for order 140/10/8001/00

Article 26. TRANSFER OF VAT

If article 24b of the Value Added Tax Implementation Decree 1968 applies, the contractor shall refrain from charging VAT and state on the invoice that VAT has been transferred ("omzetbelasting verlegd"). In the event of any disputes arising between the principal and the contractor with respect to the application of this regulation, the competent tax inspector in this matter shall be asked for a decision. Pending this decision, matters shall proceed as if the said regulation were to apply. The principal is discharged from paying the said sums insofar as these sums are concerned.

Article 27. PENALTY CLAUSE

27.1. If the services laid down in the contract are not being performed or have not been performed at the agreed place within the agreed time, the contractor shall, without notice of warning or other prior notice, owe the principal a penalty that shall be immediately due and payable to the amount of 0.1% of the total price plus value added tax for each day that the failure continues up to a maximum of 10% of the agreed price.

27.2. The principal shall be entitled to payment of the penalty without prejudice to all his other rights or claims, including:

- a. his right to claim compliance with the obligation to perform the services that have been agreed in the contract;
- b. his right to claim damages to the extent that the damages exceed the amount of the penalty;
- c. the expenses incurred by the principal and/or his personnel in the event that the contractor fails to comply in part or in full with public-law regulations, the consequences of which can also be imputed to the principal and/or his personnel.

27.3. The penalty shall be set off against any amounts owed by the principal, regardless of whether the claim for payment thereof has passed to a third party.

Article 28. INSURANCE

28.1. If the contractor's business liability insurance does not cover or does not provide adequate cover for damage in connection with the performance of the contract, he shall mention this fact in his offer and at the request of the principal shall:

- a. increase the insured amount and/or extend the coverage of the business insurance; or
- b. conclude a separate insurance agreement for damage and loss.

28.2. The principal shall be entitled to inspect the business insurance policy of the contractor.

28.3. If a separate insurance agreement is concluded the policy shall be made out in the name of the principal and the contractor and shall be approved by both parties. The amount of indemnity payments shall be determined by the principal and the contractor in consultation with the insurers. The policy shall contain a provision stating that all indemnity payments under this insurance shall be made to the principal. A certified copy of the original policy document shall be sent to the principal.

28.4. The costs entailed by the provisions of paragraph 28.1 may be charged to the principal.

**MINISTRY OF DEFENSE
Royal Netherlands Embassy
Office of Defense Cooperation**

**To: O'Brien & Associates, LLC
Washington DC**

Continuation sheet: 14 for order 140/10/8001/00

28.5. In the event of goods being damaged or lost, the contractor shall pass on the indemnity received under his business insurance to the principal without delay.

28.6. If the principal should decide to repair or replace damaged or lost goods, this shall be carried out by the principal or a repairer/supplier to be designated by the principal at the expense of the supplier. The indemnity payments made to the principal shall be balanced with the repair or replacement costs.

28.7. No profit mark-up shall be charged over the costs referred to in paragraph 28.4.

Article 29. ANNULMENT

29.1. Without prejudice to all other rights or claims the principal may annul the contract in whole or in part by notice in writing if:

- a. the contractor is in default in the fulfilment of any obligation under the contract;
- b. the contractor is temporarily or permanently unable to meet any liability that is due under the contract;
- c. the contractor is adjudicated bankrupt or granted a court-ordered suspension of payments to creditors, whether temporarily or otherwise;
- d. any benefit is or has been offered or provided by the contractor or any of his employees to any person forming part of an organ of the principal or to any of its employees or representatives.

29.2. If the contract is annulled pursuant to any provision of paragraph 29.1, the contractor shall refund any and all amounts already paid to him to the principal, augmented by the legal interest on such amounts from the day on which they were paid. If only part of the contract is annulled, the liability to repay shall exist only with respect to the amounts relating to the annulled part of the contract.

29.3. The principal may also suspend the performance of the contract in whole or in part or annul the contract in whole or in part in other situations than those provided for by law or in paragraph 29.1, provided that the principal in such a case compensates the contractor for the loss suffered by the latter as a result thereof.

Article 30. DISPUTES

30.1. All disputes in connection with the contract or related contracts shall be settled by the competent court of The Hague.

30.2. Paragraph 30.1. shall leave intact:

- a. the right of the principal to choose to have a dispute settled by the court having competent jurisdiction pursuant to the law;
- b. the right of the parties to conclude a submission agreement referring a dispute to arbitration.